

**IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF COLORADO**

Civil Action No. 03-K-0607

DOMINION VIDEO SATELLITE, INC.,

Plaintiff,

v.

**ECHOSTAR SATELLITE CORPORATION
and ECHOSPHERE CORPORATION,**

Defendants.

DECLARATION OF MARCUS LAMB

I, Marcus D. Lamb, state the following:

1. I am over the age of 18 years and make the following statements based on my personal knowledge.
2. I am the Chief Executive Officer of Word of God Fellowship, Inc., doing business as Daystar Television Network ("Daystar").
3. Daystar is a Georgia non-profit corporation with its principal place of business located in Grapevine, Tarrant County, Texas.
4. Exhibit 1 to this Declaration is the Agreement entered into between Daystar and EchoStar Satellite Corporation ("DISH Network"), for airing Daystar programming under the public interest broadcasting set aside legislation and implementing regulations of the Federal Communications Act and Federal Communications Commission, respectively. (Exhibit 1 at ¶ 2).

5. Daystar has been broadcasting its Christian and related educational and informational programming on DISH Network since December 2002.

6. In its agreement with Daystar, DISH Network warranted and represented that it had the right to air Daystar programming, which right Dominion is challenging in this case. (Exhibit 1 at ¶ 6.1).

7. Daystar does not now have an agreement with Dominion that grants Dominion any rights, let alone the exclusive right to air Daystar programming on the Sky Angel DBS system. Daystar has refused to sign a proposed agreement by Dominion that would require exclusivity of the Daystar programming on the Sky Angel DBS system, and Dominion has declined to enter into a non-exclusive agreement proposed by Daystar.

8. Daystar programming currently is being aired by Dominion on the Sky Angel DBS system without any agreement with Daystar despite Dominion's efforts to have Daystar programming excluded from the DISH Network.

9. Dominion has threatened to remove Daystar from the Sky Angel Network a number of times because of Daystar's refusal to grant it an exclusive right to air Daystar programming and removed Daystar from the Sky Angel Network viewers' program guide.

10. If Dominion's attempt to control Christian and related programming on DISH Network succeeds, it will certainly harm Daystar because Daystar will be deprived of access to over 20 million viewers on the DISH Network until about 2014-15, the projected life of the satellite involved. Most of DISH Network viewers are inaccessible through any other television programming vehicle. DISH Network is now the fastest growing DBS service. DISH has about half of the DBS Satellite Market. Industry experts project that DISH Network will grow from its current 8 million homes to 17 million homes by May 2009. That is about 46 million people.

supporters, via mail and email to our paid programmers, and to Cable Industry decision makers. DBS is the main competition of the Cable Industry. Daystar being on Direct TV and the DISH Network now makes Cable Systems want to add Daystar to Digital Cable to keep up with their competition on DBS. Taking Daystar off of the DISH Network, the fastest growing DBS system, will severely hurt Daystar's efforts to expand on Digital Cable. This loss would be devastating since there are now 19 million Digital Cable homes and growing. That is about 51 million people and growing.

17. Dominion has advised Daystar that it does not need Daystar because it has more Christian and related programming Networks available to it than it can handle.

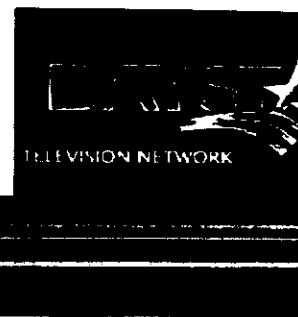
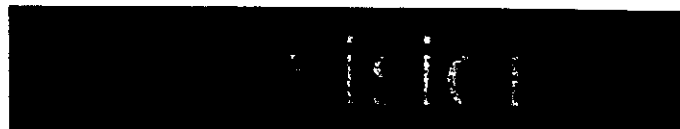
18. Daystar is on the 110 degree DISH Network satellite which has about 7- 8 million subscribers or households. There are about 2.7 people per household in America according to Nielsen Media. That means Daystar can reach about 20 million people on the DISH Network. In contrast, Dominion's Sky Angel has only about 150,000 subscribers or 400,000 potential viewers. Dominion's lawsuit is part of its overall efforts to force Daystar and all other Christian-oriented programmers to air exclusively on Sky Angel, at immeasurable losses to Daystar, other programmers, and the viewing public in the near and far distant future.

I DECLARE UNDER PENALTY OF PERJURY THAT THE FOREGOING IS TRUE AND CORRECT. EXECUTED ON MAY 23, 2003.

Marcus D. Lamb
MARCUS LAMB

SUBSCRIBED AND SWORN TO by Marcus Lamb, before me, on this 24 day of
May, 2003.

Charity Hunter
Notary Public, in and for the State of Texas
My commission expires: 10-2-06



About Daystar TV

Address Book

Airtime Sales

Cable Affiliates

Contact Daystar

Employment

New Building (IMC)

Online Store

Special Offers

Petition De Oracion

Pledge Now

Prayer Request

Program Schedules

Watch LIVE!

Worldwide Coverage



Airtime Sales

For network program and spot time availability :

Contact Becky Ross at 866/455-4900 x15111 and ask for a Program Proposal Packet.

-or-

E-mail becky.ross@daystar.com with your complete mailing address and phone number to get the packet mailed to you.

-or-

Simply send an e-mail to becky.ross@daystar.com with your e-mail address to have the forms sent by an e-mail attachment.

30) "Sky Angel doesn't charge ministries for airtime on Angel One. Daystar's half-hour fee is \$3,000 for certain time periods."

This is false and/or misleading. Sky Angel does charge some programmers for airtime. I have a letter from Bob Johnson dated June 26, 2002, that they later admitted was sent to me by mistake. It shows a printed program "rate card" for programmers on Sky Angel's Angel One Channel. This is what their programmers are to pay if they don't do all of the promotions that Sky Angel requires of them.

Bob Johnson's letter says that at that time, DISH Network, which carries the Angel One channel, had 6.5 million homes. Sky Angel was charging ministries \$2,000 for a half-hour slot with 6.5 million homes. Compare that to Daystar charging ministries \$3,500 for 44 million homes in the United States. That doesn't count the 150 countries of the world that Daystar broadcasts into but doesn't charge for, since we consider that part of our missions giving.

In fact, remember earlier when Sky Angel said that Daystar had "significantly" raised its rates as a result of going on the DISH Network? Daystar is only charging ministries about \$350 for those 8.0 million homes that we are on the DISH Network. Compare that to Sky Angel charging ministries \$2,000 to be on their Angel One channel on the then 6.5 million homes of the DISH Network.

Daystar Television Network

15 Second

# of Spots	Daytime	Prime Time	Overnight
1 - 19	\$204.00	\$272.00	\$136.00
20 - 39	\$184.00	\$245.00	\$123.00
40 +	\$163.00	\$217.00	\$109.00

30 Second

# of Spots	Daytime	Prime Time	Overnight
1 - 19	\$243.00	\$324.00	\$162.00
20 - 39	\$224.00	\$298.00	\$149.00
40 +	\$204.00	\$272.00	\$136.00

60 Second

# of Spots	Daytime	Prime Time	Overnight
1-19	\$293.00	\$390.00	\$195.00
20 - 39	\$268.00	\$357.00	\$179.00
40 +	\$236.00	\$314.00	\$157.00

See Attached Daystar Television Network List For Market Coverage.

Miscellaneous

There is a seven day lead time for spot airing.

There is an additional 20% adjacency fee per spot for specific spot placement.

Spots must be approved by the Airtime Committee prior to airing.

Spots must be paid in advance.

Rates are subject to change.

Rush Charge \$100 when applicable.

Daytime	7am CT - 5pm CT
Primetime	5pm CT - 11pm CT
Overnight	11pm CT - 7am CT

Contact:

Janice Smith, VP of Programming 1-866-455-4900, Janice.Smith@Daystar.com

DAYSTAR TELEVISION NETWORK STATION COVERAGE

COVERAGE ADDENDUM 200303.10					
Market Rank DMA #	Market City	Station Call Letters / Channel	Signal Coverage (People)	Signal Coverage (Homes)	Cable Coverage (Homes)
4	Philadelphia, PA	WELL-TV 8	4,500,000	1,660,000	0
5	San Francisco, CA**	KDTS-TV 22	2,470,000	960,000	0
6	Boston, MA	WYDN-TV 48	6,000,000	2,250,000	1,001,726
7	Dallas, TX	KMPX-TV 29	5,300,000	1,985,000	882,000
9	Atlanta, GA	WDTA-TV 53	4,000,000	1,538,000	400,000
11	Houston, TX	KLTJ-TV 22	4,000,000	1,800,000	848,000
12	Seattle, WA	KWDR-TV 56	3,600,000	1,385,000	1,010,000
13	Tampa, FL	WSVT-TV 18	2,350,000	904,000	0
14	Minneapolis, MN**	Ch. 7	2,500,000	961,500	0
15	Cleveland, OH**	Ch. 53	1,800,000	692,300	0
16	Phoenix, AZ	KDTP-TV 39	3,200,000	1,231,000	715,000
18	Denver, CO	KRMT-TV 41	2,600,000	1,000,000	0
19	Sacramento, CA	KBJR-TV 47	1,000,000	385,000	0
19	Stockton, CA	KS2CK	500,000	192,000	0
19	Modesto, CA	KACA-TV 61	350,000	135,000	0
22	St. Louis, MO**	Ch. 64	2,000,000	769,200	0
28	Charlotte, NC**	Ch. 25	800,000	307,700	0
29	Raleigh, NC	WWTV-TV 66	700,000	269,000	55,000
30	Nashville, TN	WTVN-TV 14	800,000	302,000	0
33	Kansas City, MO**	Ch. 35	1,450,000	634,000	109,200
37	San Antonio, TX	KQVE-TV 46	1,500,000	577,000	0
43	Memphis, TN	WJRL-TV 59	900,000	366,000	0
44	Buffalo, NY	WDTB-TV 39	1,100,000	423,000	0
45	Oklahoma City, OK	KOCM-TV 46	1,350,000	623,700	350,000
62	Las Vegas, NV**	Ch. 47	1,500,000	577,000	0
56	Little Rock, AR	KKAP-TV 36	750,000	288,000	270,300
59	Richmond, VA**	Ch. 48	750,000	288,000	0
63	Knoxville, TN	WDTT-TV 38	350,000	96,000	33,000
71	Honolulu, HI	KWBN-TV 44	800,000	308,000	355,000
71	Maui, HI**	KAUI-TV 51	125,000	48,000	0
71	Maui, HI*	KUKO-TV 24	125,000	48,000	0
71	Maui, HI*	KUPA-TV 39	50,000	19,000	0
74	Tucson, AZ	KPCE-TV 29	465,000	178,150	0
81	Shreveport	Digital Cable Ch 353	32,500	11,500	12,500
89	Jackson, MS**	WJCO-TV 48	450,000	173,000	0
122	Macon, GA	WDMA-TV 32	300,000	115,000	0
N/R	Gainesville, GA	W3CD	200,000	77,000	30,000
N/R	Apex, NC	WACN-TV 34	20,000	7,700	0
			Total Cable Homes:		7,481,872
National	DirectTV	Channel 369	30,000,000		11,000,000
National	Dish Network	Channel 9408	6,500,000		2,500,000
National	Sky Angel (Estimated)	Channel 9713	1,000,000		305,000
			Total Satellite Homes:		13,805,000
			Total Multi-Channel Homes:		21,366,872
Worldwide Internet Webcast			www.Daystar.com		
			Total Coverage/Homes:		37,467,110
			Total Coverage/People:		99,137,500

Maui - KAUI-TV 51 on air date to be determined.

Maui - KUKO-TV 24 & KUPA-TV 39 on air date pending.

August 20, 2002

Mr. Charlie Ergen
Echostar Communications
5701 S. Santa Fe Drive
Littleton, CO 80120
303/723-1000

Dear Mr. Ergen:

My name is Marcus Lamb and I am the President/CEO of Daystar Television Network out of Dallas, Texas. I have an idea that I believe will help you with the pending merger of Echostar Communications and Hughes Electronics.

I have followed with great interest the efforts of the leading Religious Broadcasters and Rupert Murdoch to prevent your merger by lobbying: President George W. Bush, Attorney General John Ashcroft, and FCC Chairman Michael Powell.

Before I tell you my plan to help with the merger, let me tell you a little bit about Daystar so you can have confidence in our ability to help you:

- Daystar is the second largest Christian Television Network in America and the fastest growing! (That makes us a little like Dish Network.) Our ratings are higher than TBN's and people say we are a lot more mainstream.**
- Daystar is on all of DirecTV nationwide on Channel 369. (We were launched on January 10, 2002 on the Total Choice Package with about 8 million homes. DirecTV got such a good response from their current customers, and as a result of our marketing plan got so many new subscribers, that they contacted us on March 4 and asked if they could add us to all 11 million of their subscribers. They did so on March 15, 2002.)**
- Daystar is on Dish Network in: Boston, Dallas, Houston, Seattle, Phoenix, Denver, and soon in Oklahoma City, and Honolulu.**
- Daystar owns and operates 30 TV Stations across America with most of them in major markets.**
- Daystar is now being offered as a cable channel and has Corporate Master Carriage Agreements with: AT&T, Time Warner, Comcast, Charter, and Cox. (Richard Parsons personally issued the edict for Time Warner to get a Master Agreement with Daystar.)**

--Daystar can be seen in about 35 million homes or about 1 out of every 3 in America.

As a result, Daystar has significant size and has gained friendships in influential places.

President George W. Bush was a guest twice on our TV Program while he was Governor of Texas. In February, my wife, Joni, and I were invited to meet with President Bush and were flown by private plane to Washington, D.C. We had a great meeting with him in the White House!

(We are also friends with some of the President's closest advisers...)

Anyway, back to my plan to help the merger of Echostar and Hughes. We do have influence with: President Bush, John Ashcroft, and Michael Powell. Daystar can also help neutralize the recent efforts of the Religious Leaders whom Rupert Murdoch used.

Therefore, I could write letters to: President Bush, John Ashcroft, and Michael Powell urging them not to block the merger of the Dish Network & DirecTV.

Almost every one of the major ministers who lobbied against the merger have programs on Daystar including: Kenneth Copeland (daily), John Hagee (daily), Creflo Dollar (daily), Rod Parsley (daily), Jesse Duplantis, Richard Roberts, and Keith Butler.

Now here's where you could help Mr. Ergen. If you were to announce now that you were going to go ahead and launch Daystar on the Dish Network prior to the merger, then it would show these political leaders that you are not against Religious Channels.

Plus, I have since talked to these major ministers and they had a conference call and said that since they are on Daystar, if Daystar was launched now on the Dish Network, they would not keep fighting the merger.

And of course, we have a window to one out of every three people in America to do a grass roots campaign to promote the merger, if we knew Daystar was going to be on the Dish Network prior to the merger...

Also, because Daystar has TV Stations in many major markets, we have known influence with leading members of the U.S. House and Senate

So, in conclusion, there are several reasons to add Daystar to Dish prior to the merger:

- 1) **Using our influence with President Bush, Attorney General John Ashcroft, and FCC Chairman Michael Powell to not block the merger.**

- 2) Getting the major ministers to drop their opposition to the merger if Daystar is on the Dish Network prior because their programs are on Daystar.
- 3) Using the reach of our 35 million homes to do a grass roots campaign to promote the merger.
- 4) Using the influence we have with in the U.S. House and Senate, that is the result of our Stations in major markets, to not block the merger.
- 5) Using our marketing plan to gain new subscribers for the Dish Network and to help with *churn*.
- 6) Daystar owns seven non-commercial educational Stations so we would qualify before the FCC as a PIO channel for the Dish Network.
- 7) Daystar would drop our rights to our current eight Must Carry Stations and our future Must Carry Stations. This frees up your bandwidth. (Plus, we are in a growth mode and will be getting many more Must Carry Stations...)

Since you may not be familiar yet with Daystar, I have enclosed a short four minute promo video that our Staff did to let you see our quality.

Mr. Ergen, I believe that this is a "win-win" for Dish & Daystar. But again, the key is a launch of Daystar now, prior to the merger. I know that you are very busy, so if you are interested in our proposal, just have one of your Staff contact me.

Marcus@DaystarTV.net

817/858-9955 (my direct line)

Sincerely,

P.S. I am enclosing a CD of my wife, Joni. Enjoy.

Marcus D. Lamb
President/CEO

MDL/jlt

Lamb, Marcus

From: Lamb, Marcus
Sent: Wednesday, October 30, 2002 11:16 PM
To: 'Eric.Sahl@Echostar.com'; 'Borrillo, Angela'
Subject: more info to consider about Echostar &
Importance: High
Dear Eric & Angela,

Since it is decision time about PIO Channels, I wanted to briefly go over a few things for you to consider, one more time:

1) Daystar is currently in 32 million homes. If Daystar were on the Dish Network, then we could promote Daystar being on the Dish Network in those 32 million homes (that you are not in) and this could help you gain new subscribers!

2) If Daystar is not on the Dish Network, then there will be some customers lost to Digital Cable because they will want Daystar. (We now have Master Agreements in the last few months with the largest MSO's and they are starting to launch Daystar on Digital Cable.)

Daystar was launched on Digital Cable in **Atlanta** in July on Channel 268.

Daystar will be launched on Digital Cable in **Kansas City** on November 19 on Channel 197.

Daystar will be launched on Digital Cable in the first or second quarter of next year in:

**New York City
Philadelphia
San Francisco
Orlando
Cincinnati**

Plus, there are other major markets that Dish is in where are close to launch agreements...

3) Daystar currently has 8 Must Carry Stations which takes up a lot of spectrum (money) for Echostar:

**Boston
Dallas
Houston
Seattle
Phoenix
Denver
Oklahoma City
Honolulu**

4) Daystar is working on several more Must Carry Stations, and will be getting even more in the future.

If you merge with DirecTV and have to give up spectrum to Cablevision, then you are going to need to save all the spectrum you can. If you don't merge, then you are also going to need to save all the spectrum you can...

5) But Daystar is willing to do give up all current and future Must Carry in exchange for carriage on the Dish Network.

6) Daystar is qualified before the FCC to be a PIO Channel for the Dish Network.

7) Daystar is carried on all 11 million homes of DirecTV.

If you don't merge, it is important that Dish has Daystar so people won't have an extra reason to choose DirecTV.

8) Daystar got thousands of new subscribers for DirecTV and could do the same for the Dish Network...

Therefore, this is a "win-win" for Echostar and Daystar.

Sincerely,

Marcus D. Lamb
President/CEO
Daystar Television Network

000039

Lamb, Marcus

From: Sahl, Eric [Eric.Sahl@echostar.com]
Sent: Friday, November 01, 2002 12:34 PM
To: Lamb, Marcus
Cc: Borrillo, Angela
Subject: RE: More Must Carry for Daystar?

Marcus,

We are certainly aware of this potential, ofcourse this would take an Act of Congress and they seemed to be focused on digital signals for cable at this time so we do not expect any change soon. However, we would expect that national carriage would include a waiver of your stations entitled to MC, both today and in the future.

E

-----Original Message-----

From: Lamb, Marcus [mailto:Marcus.Lamb@daystar.com]
Sent: Thursday, October 31, 2002 8:59 AM
To: Sahl, Eric; Borrillo, Angela
Subject: More Must Carry for Daystar?

Dear Eric & Angela,

Besides the eight full power Daystar TV Stations that qualify for Must Carry on the Dish Network, we are working on more. Based on current negotiations, that number eight could become twelve over the next several months.

However, there is a new point that I want to share with you. That is **Class A Low Power Stations**. As you probably know, Class A Stations are a new class of Stations. Low Power TV Stations have **secondary** status and can be bumped, but the FCC has now given Class A Stations, **primary** status. As a result, there is a big move in Congress to grant Class A Stations, **Must Carry** status!

Here are the current Daystar Class A Stations that are in Dish Network "local into local" markets :

Philadelphia
San Francisco
Atlanta
Tampa
Sacramento
Stockton
Modesto
Raleigh
Nashville
San Antonio
Memphis
Buffalo

Also, our Little Rock Station is a full power, non-commercial Station. Since that is market #57, then it will probably soon be a "local into local" for the Dish Network.

Again, this is an issue of scarce bandwidth for Echostar. Bandwidth effects your program offerings and your bottom line. (If your merger doesn't go through, then badwidth is going to be an even more important issue for Echostar.) Adding Daystar will preserve a lot of bandwidth for the Dish Network.

Plus, there is the added bonus of Daystar counting as a required PIO Channel, and Daystar using its DBS Marketing plan to add new subscribers to the Dish Network and helping with *churn*.

000015

Lamb, Marcus

From: Lamb, Marcus
Sent: Friday, November 01, 2002 3:13
To: 'Sahl, Eric'; 'Borrillo, Angela'
Subject: RE: More Must Carry for Daystar?
 Eric,

Good to hear from you. You are exactly right. If we have national coverage on the Dish Network, then I am offering a waiver of all of our current Must Carry Stations, and a waiver of all of our future Must Carry Stations.

Thanks,

Marcus

-----Original Message-----

From: Sahl, Eric [mailto:Eric.Sahl@echostar.com]
Sent: Friday, November 01, 2002 12:34 PM
To: Lamb, Marcus
Cc: Borrillo, Angela
Subject: RE: More Must Carry for Daystar?

Marcus,

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Here are the current Daystar Class A Stations that are in Dish Network "local into local" markets :

Philadelphia
San Francisco
Atlanta
Tampa
Sacramento



ECHO STAR COMMUNICATIONS CORPORATION

December 8, 2002

VIA FACSIMILE (817-571-7459) AND US MAIL

Marcus Lamb
President & CEO
Daystar Television Network
P.O. Box 612065
Dallas, TX 75281

Re: Side Letter Agreement – Must Carry Waiver

Dear Marcus:

This confirms, in consideration for the mutual promises and covenants set forth below, the following agreement between Daystar Television Network ("Network") and EchoStar Satellite Corporation ("Affiliate") for the provision of waiving federal must carry rights of Network affiliate broadcast stations.

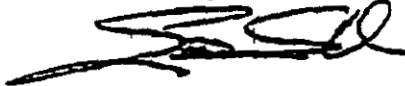
Network and Affiliate are parties to an Affiliation Agreement providing for the distribution of a national feed of Network's television programming service, Daystar Television Network (the "Service"), dated December _____, 2002 (the "Agreement"). Capitalized terms in this side letter agreement shall have the same meanings ascribed to such terms in the Agreement, unless otherwise indicated. In the event of any conflict or inconsistency between the terms of the Agreement and this side letter agreement, the terms of this letter agreement shall prevail and control.

- A. This side letter agreement shall be coterminal with the Agreement and any renewal of the Agreement (the "Term"). Affiliate's carriage of the Service shall be contingent upon the must carry waivers/rescissions detailed below remaining in effect throughout the Term.
- B. Network hereby waives/rescinds all federal must carry rights for Network O&O and affiliate stations existing today or hereinafter acquired by Network throughout the Term. A list of all Network O&O and affiliate stations is attached hereto, identified as Exhibit A. Daystar represents that it is authorized and otherwise legally empowered to grant a waiver or rescission of all must carry elections made by any station listed on Exhibit A.
- C. Throughout the Term, EchoStar shall have the right to count Network as a Public Interest Channel as part of its FCC set aside obligations, and charge a monthly fee in advance for each quarter as provided for in the Agreement, representing that fee charged all other public interest channels carried by EchoStar. Said fees shall commence January 2003 and shall be imposed throughout the Term, and may be subject to change pursuant to federal law.

000000

Please indicate your agreement with the above terms by signing both duplicate originals of this letter below and returning them to me. I will then forward a fully executed original for your files.

Sincerely,



Eric Sehl
Director of Programming

AGREED TO AND ACCEPTED:

DAYSTAR TELEVISION NETWORK

ECHOSTAR SATELLITE CORPORATION

By: Marcus D. Lamb

By: Michael Schwimmer

Name: Marcus D. Lamb

Name: Michael Schwimmer

Title: President/CEO

Title: Sr. Vp / Programming

Date: 12-10-02

Date: 12/11/02

EXHIBIT A

City	Station	Channel
Apex, NC	WACN-LP	34
Atlanta	WDTA-LP	53
Boston	WYDN-TV	48
Buffalo, NY	WDTB-LP	39
Dallas	KMPX-TV	29
Denver	KRMT-TV	41
Gainesville, GA	W28CD	
Honolulu	KWBN-TV	44
Houston	KLTJ-TV	22
Jackson, MS	WJKO-LP	43
Knoxville, TN	WDTT-TV	38
Las Vegas	KTVY-LP	63
Little Rock	KKAP-TV	36
Maui, HI	KAUI-LP	51
Maui, HI	KUKO-LP	24
Maui, HI	KUPA-LP	59
Macon, GA	WOMA-LP	32
Memphis	WJRJ-TV	59
Modesto, CA	KACA-LP	61
Nashville	WIIW-LP	14
Oklahoma City	KOCM-CF	46
Philadelphia	WELL-LP	8
Phoenix	KDTP-TV	39
Raleigh, NC	WWIW-TV	66
Sacramento	KRJR-LP	47
San Antonio	KQVE-LP	46
San Francisco	KDTS-CA	22
Seattle	KWDK-TV	56
Stockton, CA	KDTS-CA	52
Tampa	WSVT-LP	18
Tucson	KPCE-LP	29



ECHOSTAR COMMUNICATIONS CORPORATION

March 24, 2003

VIA FACSIMILE and US Mail

Mr. Marcus Lamb, President & CEO
Daystar Television Network
P.O. Box 612066
Dallas, TX 75261-2066

Dear Marcus,

As you are aware, you have requested that Echostar distribute Daystar on a single full conus channel. Today, Daystar is distributed from both the 61.5 and 148 orbital positions, which cover the western and eastern halves of the US respectively. I am very pleased to convey to you an offer from EchoStar to migrate Daystar to a full conus channel from the 110 orbital position. Although Daystar's channel number will remain the same, this move will enable the vast majority (over 6 million) of EchoStar customers to see and enjoy your service.

We are prepared to migrate Daystar on or before April 30, 2003. Migration of Daystar is contingent upon Daystar's acknowledgment of the binding nature of the existing public interest agreement and side letter agreement (in which Daystar waived carriage of all of its broadcast stations under federal must carry regulations). In addition, Daystar must waive and release any all claims to date with respect to Echostar's carriage of Daystar- whether as a public interest channel or with respect to any Daystar owned and operated or affiliated broadcast station. This release and waiver includes, but is not limited to the matter pending before the FCC with respect to KWBH in Honolulu and the threatened complaint regarding KOCM-CP in Oklahoma City.

This offer to migrate DayStar expires at the close of business Monday, March 31, 2003 at 5:00 pm mountain standard time.

Please advise me in writing should you choose to accept this offer.

Sincerely,

Eric Sahl
Director of Programming

Cc: Charlie Ergen, Chief Executive Officer
Michael Schwimmer, Senior Vice President - Programming
David Goodfriend, Director - Legal
Angela Borrillo, Director - Programming
Joe Boyle, Esquire (Daystar Litigation Counsel)

03-11-03

KOERNER & OLENDER, P.C.

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5809 Nicholson Lane, Suite 124
North Bethesda, Maryland 20852-5706

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Robert L. Olender *
James A. Koerner

Of Counsel
Robert Bennett Lubie*

April 28, 2003

*not admitted in MD

Marlene H. Dortch, Secretary
Federal Communications Commission
The Portals, TW-A325
445 Twelfth Street, S.W.
Washington, D.C. 20554

RECEIVED

APR 28 2003

FEDERAL COMMUNICATIONS COMMISSION
OFFICE OF THE SECRETARY

Re: Must Carry Complaint
Station KWBH, Honolulu, Hawaii
File No. CSR-6003-M

**STAMP & RETURN
COPY**

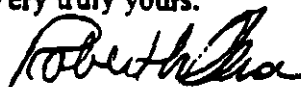
Dear Ms. Dortch:

On March 24, 2003, Ho'Ana'Auao Community TV, Inc. (HCTI), licensee of Station KWBH, Honolulu, Hawaii, filed its Petition for Reconsideration against EchoStar Communications Corporation for its failure to provide mandatory carriage (the "Petition"). On April 24, 2003, HCTI filed its request for dismissal of the Petition, containing erroneous information (the "First Request for Dismissal").

ACCORDINGLY, HCTI hereby requests that the First Request for Dismissal be withdrawn and the Petition be hereby dismissed with prejudice.

Should further information be desired in connection with this dismissal, please communicate with this office.

Very truly yours.



Robert L. Olender

Counsel for

Ho'Ana'Auao Community TV, Inc.

RLO/mp

11645 04/DORTCH 0428

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Tel. (301) 468-3336
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Robert L. Olender *
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Of Counsel
Robert Bennett Lubie*

April 24, 2003

HAND DELIVERY

Marlene H. Dortch, Secretary
Federal Communications Commission
The Portals, TW-A325
445 Twelfth Street, S.W.
Washington, D.C. 20554

STAMP & RETURN
RECEIVED COPY

APR 28 2003

FEDERAL COMMUNICATIONS COMMISSION
OFFICE OF THE SECRETARY

Re: Station KOCM (Facility ID #84225)
Norman, Oklahoma (CSR-6144-M)

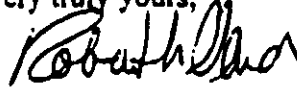
Dear Ms. Dortch:

On April 4, 2003, Word of God Fellowship, Inc. (WOGF), licensee of Station KOCM, Norman, Oklahoma, filed its Must Carry Complaint against EchoStar Communications Corporation for its failure to provide mandatory carriage (the "Complaint"). On April 24, 2003, WOGF filed its request for dismissal of the Complaint containing erroneous information (the "First Request for Dismissal").

ACCORDINGLY, WOGF hereby requests that the First Request for Dismissal be withdrawn and the Complaint be hereby dismissed, with prejudice.

Should further information be desired in connection with this dismissal, please communicate with this office.

Very truly yours,


Robert L. Olender
Counsel for
Word of God Fellowship, Inc.

RLO/mp

11645 300DORTCH 0428

1100034

Federal Communications Commission Washington, D C 20554 FCC 316	Approved by OMB 3060-0009 (June 2002) FOR FCC USE ONLY
APPLICATION FOR CONSENT TO ASSIGN BROADCAST STATION CONSTRUCTION PERMIT OR LICENSE OR TO TRANSFER CONTROL OF ENTITY HOLDING BROADCAST STATION CONSTRUCTION PERMIT OR LICENSE Read INSTRUCTIONS Before Filling Out Form	FOR COMMISSION USE ONLY FILE NO BALCT - 20030729ADC

Section I - General Information

1. Legal Name of the Licensee/Permittee WORD OF GOD FELLOWSHIP, INC			
Mailing Address 4201 POOL RD			
<table border="1"> <tr> <td>City COLLEYVILLE</td> <td>State or Country (if foreign address) TX</td> <td>Zip Code 76034 -</td> </tr> </table>	City COLLEYVILLE	State or Country (if foreign address) TX	Zip Code 76034 -
City COLLEYVILLE	State or Country (if foreign address) TX	Zip Code 76034 -	
<table border="1"> <tr> <td>Telephone Number (include area code) 8178589955</td> <td>E-Mail Address (if available) MARCUS@DAYSTARTV.NET</td> </tr> </table>	Telephone Number (include area code) 8178589955	E-Mail Address (if available) MARCUS@DAYSTARTV.NET	
Telephone Number (include area code) 8178589955	E-Mail Address (if available) MARCUS@DAYSTARTV.NET		
<table border="1"> <tr> <td>FCC Registration Number 0001843697</td> <td>Call Sign WTSF</td> <td>Facility ID Number 67798</td> </tr> </table>	FCC Registration Number 0001843697	Call Sign WTSF	Facility ID Number 67798
FCC Registration Number 0001843697	Call Sign WTSF	Facility ID Number 67798	
2. Contact Representative (if other than licensee/permittee) ROBERT L. OLENDER			
Firm or Company Name KOERNER & OLENDER, P C.			
Mailing Address 5809 NICHOLSON LANE SUITE 124			
<table border="1"> <tr> <td>City NORTH BETHESDA</td> <td>State or Country (if foreign address) MD</td> <td>ZIP Code 20852 - 5706</td> </tr> </table>	City NORTH BETHESDA	State or Country (if foreign address) MD	ZIP Code 20852 - 5706
City NORTH BETHESDA	State or Country (if foreign address) MD	ZIP Code 20852 - 5706	
<table border="1"> <tr> <td>Telephone Number (include area code) 3014683336</td> <td>E-Mail Address (if available) BKOFCCLAW@EROLS.COM</td> </tr> </table>	Telephone Number (include area code) 3014683336	E-Mail Address (if available) BKOFCCLAW@EROLS.COM	
Telephone Number (include area code) 3014683336	E-Mail Address (if available) BKOFCCLAW@EROLS.COM		
3. If this application has been submitted without a fee, indicate reason for fee exemption (see 47 C.F.R. Section 1.1114): <input type="radio"/> Governmental Entity <input type="radio"/> Noncommercial Educational Licensee/Permittee <input type="radio"/> Other			
4. a. <input checked="" type="radio"/> Voluntary Assignment or Transfer of Control <input type="radio"/> Involuntary Assignment or Transfer of Control <input type="radio"/> Amendment to pending application File number of pending application: - If an amendment, submit as an Exhibit a listing, by Section and Question Number, of the portions of the pending application that are being revised. b. Applicant certifies that the use of FCC Form 316 is appropriate for this transaction.			
<div style="text-align: right;"> [Exhibit 1] <input checked="" type="radio"/> Yes <input type="radio"/> No See Explanation in [Exhibit 2] </div>			

NOTE: In addition to the information called for in this section, an explanatory exhibit providing full particulars must be submitted for each question for which a "No" response is provided.

Section II - Assignor/Transferor

1. Certification. Assignor/Transferor certifies that it has answered each question in this application based on its review of the application instructions and worksheets. Assignor/Transferor further certifies that where it has made an affirmative certification below, this certification constitutes its representation that the application satisfies each of the pertinent standards and criteria set forth in the application instructions and worksheets.		<input checked="" type="radio"/> Yes <input type="radio"/> No	
2. Application for (check one)	<input type="radio"/> Consent to Assign Construction Permit	<input type="radio"/> Consent to Transfer Control of Permittee	<input checked="" type="radio"/> Consent to Assign License
	<input type="radio"/> Amendment to pending application	<input type="radio"/> Consent to Transfer Control of Licensee	
3. Legal Name of the Assignor/Transferor WORD OF GOD FELLOWSHIP, INC.			
Mailing Address 5000 WESTGROVE LANE			
City COLLEYVILLE	State or Country (if foreign address) TX	Zip Code 76034 -	
Telephone Number (include area code) 8178589955		E-Mail Address (if available) MARCUS.LAMB@DAYSTAR.COM	
4. Contact Representative (if other than Assignor/Transferor) ROBERT L. OLENDER, EQ			
Mailing Address 5809 NICHOLSON LANE SUITE 124		Firm or Company Name KOERNER & OLENDER, P.C.	
City NORTH BETHESDA	State or Country (if foreign address) MD	Zip Code 20852 -	
Telephone Number (include area code) 3014683336		E-Mail Address (if available) BKOFCCCLAW@EROLS.COM	
If more than one Transferor, submit the information requested in Questions 3 and 4 for each transferor.			[Exhibit 3]
5. Authorizations to be Assigned/Transferred. List the authorized stations and construction permits to be assigned/transferred. Provide the Facility Identification Number and the Call Sign, or the Facility Identification Number and the File Number of the Construction Permit, and the location, for each station to be assigned/transferred. Include main stations, FM and/or TV translator stations, LPTV stations, SCA, FM and/or TV booster stations, and associated auxiliary service stations.			
[Enter Station Information]			
List the authorized stations and construction permits to be assigned/transferred. Provide the Facility Identification Number and the Call Sign, or the Facility Identification Number and the File Number of the Construction Permit, and the location, for each station to be assigned/transferred. Include main stations, FM and/or TV translator stations, LPTV stations, SCA, FM and/or TV booster stations, and associated auxiliary service stations			
Facility ID Number	Call Sign	or Construction Permit File Number	City
67798	WTSF	BPCDT- 20000501AEQ	ASHLAND
State		State	
KY		KY	

6.	Agreements for Sale/Transfer of Station. a. If the transaction is voluntary, Assignor/Transferor certifies that: i. it has placed in licensee's/permittee's public inspection file(s) and submitted as an exhibit to this item copies of all agreements for the assignment/transfer of the station(s); ii. these documents embody the complete and final understanding between assignor/transferor and assignee/transferee; and iii. these agreements comply fully with the Commission's rules and policies. b. If the transaction is involuntary, the Assignor/Transferor certifies that court orders or other authorizing documents have been issued and that it has placed in the licensee's/permittee's public inspection file(s) and submitted to the Commission copies of such court orders or other authorizing documents. Exhibit Required	<input checked="" type="radio"/> Yes <input type="radio"/> No <input type="radio"/> N/A [Exhibit 4] <input type="radio"/> Yes <input type="radio"/> No <input checked="" type="radio"/> N/A [Exhibit 5]
7.	Character Issues. Assignor/Transferor certifies that neither licensee/permittee nor any party to the application has or has had any interest in, or connection with: a. any broadcast application in any proceeding where character issues were left unresolved or were resolved adversely against the applicant or any party to the application; or b. any pending broadcast application in which character issues have been raised.	<input checked="" type="radio"/> Yes <input type="radio"/> No See Explanation in [Exhibit 6]
8.	Adverse Findings. Assignor/Transferor certifies that, with respect to the assignor/transferor and each party to the application, no adverse finding has been made, nor has an adverse final action been taken by any court or administrative body in a civil or criminal proceeding brought under the provisions of any law related to any of the following: any felony; mass media-related antitrust or unfair competition; fraudulent statements to another governmental unit; or discrimination.	<input checked="" type="radio"/> Yes <input type="radio"/> No See Explanation in [Exhibit 7]
9.	Anti-Drug Abuse Act Certification. Assignor/transferor certifies that neither licensee/permittee nor any party to the application is subject to denial of federal benefits pursuant to Section 5301 of the Anti-Drug Abuse Act of 1988, 21 U.S.C. Section 862.	<input checked="" type="radio"/> Yes <input type="radio"/> No

I certify that the statements in this application are true, complete, and correct to the best of my knowledge and belief, and are made in good faith. I acknowledge that all certifications and attached Exhibits are considered material representations.

Typed or Printed Name of Person Signing MARCUS D. LAMB	Typed or Printed Title of Person Signing PRESIDENT
Signature	Date 07/29/2003

WILLFUL FALSE STATEMENTS ON THIS FORM ARE PUNISHABLE BY FINE AND/OR IMPRISONMENT (U.S. CODE, TITLE 18, SECTION 1001), AND/OR REVOCATION OF ANY STATION LICENSE OR CONSTRUCTION PERMIT (U.S. CODE, TITLE 47, SECTION 312(a)(1)), AND/OR FORFEITURE (U.S. CODE, TITLE 47, SECTION 503).

NOTE: In addition to the information called for in this section, an explanatory exhibit providing full particulars must be submitted for each question for which a "No" response is provided.

Section III - Assignee/Transferee

1	Certification. Assignee/Transferee certifies that it has answered each question in this application based on its review of the application instructions and worksheets. Assignee/Transferee further certifies that where it has made an affirmative certification below, this certification constitutes its representation that the application satisfies each of the pertinent standards and criteria set forth in the application instructions and worksheets.	<input checked="" type="radio"/> Yes <input type="radio"/> No
---	---	---

2.	Legal Name of the Assignee/Transferee TRI STATE FAMILY BROADCASTING, INC		
	Mailing Address 3100 BATH AVENUE P.O. BOX 2320		
	City ASHLAND	State or Country (if foreign address) KY	Zip Code 41105 - 2320
	Telephone Number (include area code) 6063292700		E-Mail Address (if available) MARCUS.LAMB@DAYSTAR.COM
3.	Contact Representative (if other than Assignee/Transferee) ROBERT L. OLENDER, ESQ		Firm or Company Name KOERNER & OLENDER, P.C.
	Mailing Address 5809 NICHOLSON LANE SUITE 124		
	City NORTH BETHESDA	State or Country (if foreign address) MD	Zip Code 20852 -
	Telephone Number (include area code) 3014683336		E-Mail Address (if available) BKOFCCLAW@EROLS.COM
	If more than one Transferee, submit the information requested in Questions 2 and 3 for each transferee. [Exhibit 8]		
4.	Agreements for Sale/Transfer of Station. Assignee/Transferee certifies that: a. the written agreements in the licensee/permittee's public inspection file embody the complete and final agreement for the sale or transfer of the station(s); and b. these agreements comply fully with the Commission's rules and policies.		<input checked="" type="radio"/> Yes <input type="radio"/> No [Exhibit 9]
5.	Changes in interests as a result of assignment/transfer. a. [Enter Changes in Interests Information] _____ _____ or [Exhibit 10]		
	b. Applicant certifies that equity interests not set forth above are non-attributable.		<input type="radio"/> Yes <input type="radio"/> No <input checked="" type="radio"/> N/A [Exhibit 11]
6.	Other Authorizations. List call signs, locations, and facility identifiers of all other broadcast stations in which assignee/transferee or any party to the application has an attributable interest.		<input type="checkbox"/> N/A [Exhibit 12]
7.	Acquisition of Control. List the file number and date of grant of FCC Form 301, 314, or 315 application by which the Commission approved the qualifications of the individual or entity with a pre-existing interest in the licensee/permittee that is now acquiring control of the licensee/permittee as a result of the grant of this application.		<input type="checkbox"/> N/A [Exhibit 13]
8.	Character Issues. Assignee/Transferee certifies that neither assignee/transferee nor any party to the application has or has had any interest in, or connection with: a. any broadcast application in any proceeding where character issues were left unresolved or were resolved adversely against the applicant or any party to the application; or b. any pending broadcast application in which character issues have been raised.		<input checked="" type="radio"/> Yes <input type="radio"/> No See Explanation in [Exhibit 14]
9.	Adverse Findings. Assignee/Transferee certifies that, with respect to the assignee/transferee and each party to the application, no adverse finding has been made, nor has an adverse final action been taken by any court or administrative body in a civil or criminal proceeding brought under the provisions of any law related to any of the following: any felony; mass media-related antitrust or unfair competition; fraudulent statements to another governmental unit; or discrimination.		<input checked="" type="radio"/> Yes <input type="radio"/> No See Explanation in [Exhibit 15]

10. Alien Ownership and Control. Assignee/Transferee certifies that it complies with the provisions of Section 310 of the Communications Act of 1934, as amended, relating to interests of aliens and foreign governments.	<input checked="" type="radio"/> Yes <input type="radio"/> No See Explanation in [Exhibit 16]
11. Anti-Drug Abuse Act Certification. Assignor/transferor certifies that neither licensee/permittee nor any party to the application is subject to denial of federal benefits pursuant to Section 5301 of the Anti-Drug Abuse Act of 1988, 21 U.S.C. Section 862.	<input checked="" type="radio"/> Yes <input type="radio"/> No

I certify that the statements in this application are true, complete, and correct to the best of my knowledge and belief, and are made in good faith. I acknowledge that all certifications and attached Exhibits are considered material representations. I hereby waive any claim to the use of any particular frequency as against the regulatory power of the United States because of the previous use of the same, whether by license or otherwise, and request an authorization in accordance with this application. (See Section 304 of the Communications Act of 1934, as amended.)

Typed or Printed Name of Person Signing MARCUS D. LAMB	Typed or Printed Title of Person Signing PRESIDENT
Signature	Date 07/29/2003

WILLFUL FALSE STATEMENTS ON THIS FORM ARE PUNISHABLE BY FINE AND/OR IMPRISONMENT (U.S. CODE, TITLE 18, SECTION 1001), AND/OR REVOCATION OF ANY STATION LICENSE OR CONSTRUCTION PERMIT (U.S. CODE, TITLE 47, SECTION 312(a)(1)), AND/OR FORFEITURE (U.S. CODE, TITLE 47, SECTION 503).

Exhibits

Exhibit 4

Description: AGREEMENTS FOR SALE

WORD OF GOD FELLOWSHIP, INC. WISHES TO ASSIGN THE LICENSE TO TRI STATE FAMILY BROADCASTING, INC., OF WHICH IT OWNS 100% OF THE STOCK, FOR INTERNAL REPORTING PURPOSES. THERE IS NO FORMAL AGREEMENT BETWEEN THE PARTIES SINCE THIS IS AN INTERNAL TRANSACTION.

Attachment 4

Exhibit 9

Description: AGREEMENT FOR SALE

WORD OF GOD FELLOWSHIP, INC. WISHES TO ASSIGN THE LICENSE BACK TO TRI STATE FAMILY BROADCASTING, INC., OF WHICH IT OWNS 100% OF THE STOCK, FOR INTERNAL CORPORATE PURPOSES. THERE IS NO FORMAL AGREEMENT BETWEEN THE PARTIES, SINCE THIS IS AN INTERNAL TRANSACTION.

Attachment 9

Exhibit 12

Description: OTHER AUTHORIZATIONS

THE PARTIES TO THE APPLICATION HAVE ATTRIBUTABLE INTERESTS AS FOLLOWS:

KMPX, DECATUR, TX (FACILITY ID #73701)
 KRMT, DENVER, CO, (FACILITY ID #20476)
 KLTJ, GALVESTON, TX (FACILITY ID #24436)
 WYDN, WORCESTER, MA (FACILITY ID #18783)
 KOCM, NORMAN, OK (FACILITY ID #84225)
 KDTP, PHOENIX, AZ (FACILITY ID #2739)

KWBN, HONOLULU, HI (FACILITY ID #27425)
KKAP, LITTLE ROCK, AR (FACILITY ID #58267)

THE PRINCIPALS ALSO HAVE INTERESTS IN A NUMBER OF LOW POWER TELEVISION STATIONS WHICH ARE
NONATTRIBUTABLE UNDER THE MULTIPLE OWNERSHIP RULES

Attachment 12

Exhibit 13

Description: ACQUISITION OF CONTROL

BTCCT-20030214AAD, APRIL 17,2003

Attachment 13

FCC 162
April 2000

Approved by OMB
3060-0919

Federal Communications Commission
Commission Registration System (CORES)
CORES Certification Form

I, Mark D. Colley, certify that the FCC Registration Number (FRN) listed
below is true and correct to the best of my knowledge, information and belief.

FCC Registration Number (FRN)

0	0	0	5	0	0	3	3	7	1		
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ENTITY NAME

D	O	M	I	N	I	O	N		V	I	D	I	O		S	A	T	E	L	L	I	T	E	,		I	N	C	.									
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